

## **RULES FOR APPLICATION TO AND PARTICIPATION IN THE GATHERING ON THE GREEN BATTLE OF THE BANDS 2021**

Gathering on the Green, a Wisconsin 501(c)(3) non-profit corporation (the “**GOG**”) is proud to host its Battle of the Bands on July 9, 2021 (the “**Event**”) at Gathering on the Green, located at Rotary Park, 4100 W. Highland Rd., Mequon, WI 53092 (the “**Venue**”). Bands from around Wisconsin are invited to apply for the Battle of the Bands Contest (the “**Contest**”). The top five bands will be chosen to perform live at the Event for a chance to win the grand prize, \$1500 and the reigning glory of “Best Band of 2021.”

### **RULES FOR APPLYING FOR THE CONTEST**

1. **APPLICATION:** In order to be eligible to participate in the Contest, applicants should email a short video or audio recording of the applicant’s band (“**Entry**”) to the Gathering on the Green c/o Traci Cain, Program Director, at [traciac@gatheringonthegreen.org](mailto:traciac@gatheringonthegreen.org) or [www.youtube.com/user/GatheringOnTheGreen](https://www.youtube.com/user/GatheringOnTheGreen) no later than May 1, 2021. Additionally, each individual member (“**Member**”) of the band (the “**Band**”) applying to participate must agree to abide by the following rules (the “**Rules**”) in applying for the Contest and, if selected, at all times during the Member’s participation in the Event. Each Band must complete and send in the **Application Form** along with the application fee of \$50.00.

2. **ELIGIBILITY:** To become an eligible band, each Member must be 25 years old or younger at the time of entry and must be able to attend the Event in person. If the applicant is under the age of 18, a legal guardian must grant consent by signing as well. Additionally, in order for a Band to be eligible, at least half of the Band’s members must be students, full or part time. The Band may submit and perform original and non-original works. This Contest is subject to all applicable federal, state, and local laws and regulations. Entries that are not in accordance with the guidelines as stated herein and are not received by May 1, 2021 will be ineligible. The GOG reserves the right, in its sole discretion, during or upon completion of the Contest entry period, to request that any applicant resubmit his/her Entry which fails to comply with the Entry Requirements, as defined below. Any specific waiver of any obligation hereunder by GOG does not constitute a general waiver of any obligation to participants. GOG reserves the right to waive the Contest entry requirements set forth herein in its sole discretion. GOG’s employees, officers and directors and their immediate families (parents, children, siblings, and spouses) and members of their household (whether or not related) are not eligible to enter the Event.

3. **LICENSE TO USE ENTRY:** By entering the Contest, which shall be confirmed and evidenced by submission of an Entry, completion of the Application Form and payment of the application fee, each Member hereby grants GOG an irrevocable, transferable, and royalty-free license to, and GOG shall have full right and power to, copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the Entries in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the world in any manner whatsoever and for any purpose. By entering, each Member acknowledges that his/her Entry may be posted on the GOG website and social media and/or the Contest website and social media, in GOG’s sole discretion. GOG has no obligation to use or post any Entry submitted.

4. **ENTRY GUIDELINES:** By submitting an Entry, each Member hereby represents and warrants that his/her Entry conforms to the entry requirements set forth below (“**Entry Requirements**”):

- Entry cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Entry cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous;
- Entry cannot be obscene or offensive, endorse any form of hate or hate group;
- Entry cannot defame, misrepresent or contain disparaging remarks about GOG, the sponsors of the Event or their respective products or services, or other people, products, services or companies;
- Entry cannot infringe on trademarks, logos or trade dress owned by others;
- Entry cannot advertise or promote any brand or product of any kind, without permission;
- Entry cannot contain any personally identifiable information, such as license plate numbers, email addresses or street addresses;
- Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission from the copyright holder unless it is covered by the license granted by a Performing Rights Organization (**PRO**) such as ASCAP, BMI or SEESAC;
- Entry cannot infringe on the right of publicity of any person, living or dead, without permission; and
- Entry cannot depict and cannot itself be in violation of any law.

Any Entry that, in the sole opinion of GOG, is deemed to be inappropriate for publication, incomplete, illegible, false, deceptive or garbled, or otherwise fails to satisfy the Entry Requirements is ineligible. Notwithstanding anything herein to the contrary, GOG shall not have any duty to inquire into or investigate whether the Entry Requirements have been met, nor shall GOG be responsible or liable for the contents of any Entry or any claims arising therefrom.

**5. REPRESENTATIONS AND WARRANTIES:** By submitting an Entry, each Member represents and warrants that: (a) if the Entry contains his/her original work, the Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (b) publication of the Entry via various media, including web or social media postings, will not infringe on the rights of any third party; and (c) the covered song is a part of a PRO's inventory or is an original composition.

**6. CONTEST JUDGING:** Eligible Entries will be judged by GOG and the Top 5 entries will be selected, which will participate in the Event for a chance to win the grand prize.

### **RULES FOR PARTICIPATING IN THE EVENT**

**7. WINNING APPLICANT NOTIFICATION:** Applicants with one of the 5 Entries will be notified by [tracic@gatheringonthegreen.org](mailto:tracic@gatheringonthegreen.org) no later than May 3, 2021 of their eligibility to perform at the Event. Each Member will be required to complete, sign and return the Consent to Authorized Use and Release of Liability, attached hereto as Exhibit A (the "**Consent**"), within seven (7) days of notification. Each Member must return the signed Consent in order for the Band to be eligible to perform at the Event.

**8. PERFORMANCE LINE-UP:** Each Band will be entitled to perform **1-3** songs at the Event,

constituting no more than **12 minutes total**. No later than 15 days prior to the Event, the Band must submit the names of all songs to be performed at the Event. GOG reserves the right to object to any song the Band intends to perform at the Event. If GOG so objects, the Members agree not to perform that song at the Event.

**9. PERFORMANCE GUIDELINES:** Each Band will be responsible for coordinating load in, setup and line check with the Venue. The Venue will provide a house drum set and bass amplifier for each band to use, which must remain on stage during each performance. All sound, lighting and technical assistance will be provided. GOG is not responsible for any loss or damage to the Band's personal equipment used during the Event.

If a Band is selected to participate in the Event, each Member of such Band represents and warrants that the Band's performance at the Event will conform to the Entry Requirements. By agreeing to perform at the Event, each Member represents and warrants that: (a) if the Band intends to perform an original work, the original work does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (b) publication of the Band's performance at the Event via various media, including web and social media postings, will not infringe on the rights of any third party; (c) each Member will not violate any applicable federal, state or local law or regulation; (d) each Member will abide by all of the rules of the Venue on the day of the Event.

**10. PUBLICITY/AUTHORIZED USES:** As a condition to participating in the Event, each Member shall agree to the terms of the Consent regarding Photographs, Name and Likeness.

**11. OWNERSHIP OF RECORDINGS:** As a condition to participating in the Event, each Member shall agree to the terms of the Consent regarding Recordings.

**12. PRIZE DETAILS:** The Event will be judged by a panel of three judges. The judges will select the final order of the Top 5 Bands at the Event in their sole discretion based on each Band's Contest performance. A "People's Choice" winner will also be selected by the public voting via online link available during the hours of the Event. All prize details will be determined in GOG's sole and absolute discretion. All prizes are non-transferable, may not be substituted, except in GOG's sole discretion, and cannot be redeemed for cash. If a prize, or any portion thereof, cannot be awarded for any reason, GOG reserves the right to substitute a prize with another prize of equal or greater value. Applicable federal, state, local and other taxes and fees associated with the prizes and any expenses related to the acceptance and use of prizes and not specified in these Rules are the sole responsibility of the winners. Unclaimed prizes will not be awarded.

**13. SPONSORSHIP & AWARDING OF PRIZES:** Each Top Five band is required to obtain a minimum Sponsorship of \$500 to create a Winner's Pool. From the Winner's Pool the Top Five and People's Choice winners each receive these awards.

Winner:	\$ 1,500
1 <sup>st</sup> Runner Up	\$ 1,000
2 <sup>nd</sup> Runner Up	\$ 750
3 <sup>rd</sup> Runner Up	\$ 500
4 <sup>th</sup> Runner Up	\$ 250
People's Choice	\$ 100

## GENERAL

14. **NO TAMPERING; RIGHT TO CANCEL, MODIFY:** GOG, any Event sponsors and each of their parents, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (“**Contest Parties**”) shall not have any obligation or responsibility with regard to: (a) Entries that contain inaccurate information or do not comply with or violate the Rules; (b) Entries, prize claims or Consents that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) Members who have committed fraud or deception in entering or participating in the Contest or claiming a prize; (d) telephone, electronic, hardware, software, network, internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept a prize for any reason; or (f) a prize that cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond GOG’s reasonable control.

GOG reserves the right, at its sole discretion, to disqualify any Member or Band it finds to be tampering with the entry process or operation of the Contest or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person or to otherwise disrupt the Contest in any manner. If GOG determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, GOG reserves the right to terminate the relevant portion of the Contest and/or the entire Contest. If the Contest is terminated or modified due to technical difficulties or unforeseen events, notice will be emailed to each participating Member at the email address provided to GOG.

15. **JOINT AND SEVERAL LIABILITY:** Each Member agrees to be jointly and severally liable to GOG for all losses and indemnification claims incurred by GOG and for all representations and warranties made by the Band.

16. **INDEMNIFICATION:** The Members, jointly and severally with the other Band Members, agree to indemnify and hold harmless GOG and any Contest Parties (collectively, the “**Indemnitees**”), from and against any expense, cost, damage, loss, fine, penalty, liability or judgment, including reasonable attorneys’ fees, suffered or incurred by the Indemnitees as a result of any claim, demand, action, arbitration, suit or similar proceeding (“**Claim**”) alleging that the Entry or the Members’ performance at the Event infringes or misappropriates any copyright, trademark, patent, trade secret or other proprietary right of such third party.

The Members, jointly and severally with the other Band Members, agree to indemnify and hold harmless the Indemnitees from and against any Claim that arises from or is in connection with (i) a breach of the representations and warranties, covenants or obligations contained herein or in the Consent, (ii) any Member’s failure to perform his/her responsibilities as contained herein, and (iii) any Member’s negligence or willful or intentional misconduct.

17. **LIMITATION OF LIABILITY:** THE AGGREGATE LIABILITY OF GOG TO ANY AND ALL BANDS ENTERING THE CONTEST ARISING AT ANY TIME UNDER THESE RULES OR THE CONSENT SHALL NOT EXCEED \$1,000. IN NO EVENT SHALL GOG BE LIABLE WITH RESPECT TO ITS OBLIGATIONS UNDER OR ARISING OUT OF THESE RULES OR THE CONSENT FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA/ PROGRAMS, COMPUTER FAILURE, LOSS OF WORK PRODUCT OR ANY AND ALL OTHER DAMAGES OR LOSSES WHETHER DIRECTLY OR INDIRECTLY CAUSED,

EVEN IF GOG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. **MISCELLANEOUS:** All matters arising out of or relating to these Rules shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). In addition, any dispute relating to the Contest (including these Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in Ozaukee Wisconsin. Participants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have.

19. **CHANGES TO THESE RULES:** These Rules are subject to occasional revision, and if GOG make any material changes to these Rules, GOG will notify each Member of any material changes by posting notice of the changes on GOG's website, and/or, in our sole discretion, by email. It is each Member's responsibility to visit the GOG website regularly to stay informed of any changes to the Rules.